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04-17

AGREEMENT

Between

HADDONFIELD BOARD OF EDUCATION

and

HADDONFIELD EDUCATION ASSOCIATION SUPPORTIVE STAFF

~~X~~ July 1, 1988 - June 30, 1991

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

OCT 13 1989

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ARTICLE I
RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all custodial and maintenance employees excluding: all professionals, managerial executives, confidential employees, supervisors and office clerical workers.

B. Definition of Employee

Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

A. Negotiations will be initiated in accordance with the timetable established by the New Jersey Public Employees Relations Commission.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE III
MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Board reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by Boards of Education in the management of the school districts.

ARTICLE IV

CHECK OFF

A. In accordance with the N.J.S.A. 52:14-15 9a, an employee may authorize in writing to the Board the deduction of Association dues from his pay. Upon receiving such authorization, the Board shall make the deduction from the first monthly pay and transmit the sum deducted directly to the Association within ten (10) days thereafter.

B. The employee may withdraw the above authorization by filing notice of withdrawal with the Board, which filing shall be effective to halt deductions as of January 1 or July 1 next succeeding following said filing.

C. The Authorization for Deductions is as follows:

, 19 _____

I certify that the Haddonfield Education Association is my designated collective bargaining representative and I hereby voluntarily authorize and direct the Board of Education of the Borough of Haddonfield to deduct from my earnings due me each month, my monthly Association dues for the current month in the sum of \$ _____ and pay the same to the Secretary/Treasurer of the Association.

This authorization may be revoked by me at any time by filing a notice of withdrawal with the Board which would become effective January 1 or July 1 following said filing. This authorization shall be subject to any limitation required by law or regulation of any authorized governmental agency.

Employee's Signature _____

ARTICLE V

STRIKES AND LOCKOUTS

During the term of this Agreement there shall be no strikes, lockouts or slowdowns.

ARTICLE VI

GRIEVANCE PROCEDURE

A. A "Grievance" is a claim by an employee or the Association that as to them there has been a misinterpretation, misapplication or violation of policies, agreements and administrative decision.

B. The processing of a grievance shall not interfere with the continuity, safety or efficiency of operations.

C. Every effort shall be made to resolve grievances at the lowest possible step and a grievance shall be processed as follows:

Step One: The employee shall first present the grievance orally to the Maintenance Superintendent within ten (10) employee working days from the actual occurrence of the facts which gave rise to the grievance or within ten (10) such days after the employee knew or should have known of the grievance. The Maintenance Superintendent shall give his oral answer within three (3) employee working days following the receipt of the grievance.

Step Two: If, within five (5) working days after the meeting referred to in Step One, the Maintenance Superintendent fails to announce a decision, or denies the grievance, then the Association representative may present the written grievance to the Board Secretary within five (5) working days thereafter. The employee may have his representative present at the meeting with the Board Secretary.

Step Three: If, within five (5) working days after the meeting referred to in Step Two, the Board Secretary fails to announce a decision, or denies the grievance, then the Association representative may present the written grievance to the Superintendent within five (5) days thereafter.

Step Four: If, within five (5) working days after the meeting referred to in Step Three (1) the Superintendent fails to announce a decision or denies the grievance, then within five (5) days thereafter the grievance may be submitted to the Board. The Board shall, within fifteen (15) calendar days thereafter, meet to discuss the grievance and shall respond in writing within fifteen (15) days following said meeting.

Step Five: If the Board denies the grievance, the grievance may then be submitted to arbitration within five (5) days after receipt of said response.

a. In the event that the matter is taken to arbitration, it shall be referred to the New Brunswick Office of the American Arbitration Association for the selection of an impartial arbitrator. The arbitrator shall then proceed in accordance with the rules of that Association.

b. The Arbitrator's decision shall be binding on all parties to this Agreement.

1. This shall apply to non-renewal of contract.

c. Any arbitrator appointed pursuant to this Agreement may not render a decision which changes, modifies or substitutes, adds or subtracts from the provisions of this Agreement.

d. Pursuant to N.J.S.A. 34:13A-5.3, notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement of the parties hereto shall be utilized for any dispute covered by the terms of such Agreement.

D. Any grievance shall be considered as settled on the basis of the Board representative's last answer or non-response if not appealed to the next step or to arbitration within the time limitations set forth herein. If said time limitations are extended, they must be by written mutual consent of the Board Secretary and the appropriate Association representative.

E. The Board shall not pay any employee his wages for time devoted to investigation and/or processing of grievances or for arbitration. Each party shall bear its own expenses for presentation of its case, including cost of any witnesses. The arbitrator's fee shall be borne equally by the parties.

F. The reference to working days shall mean Monday through Friday and shall not include Saturday, Sunday and holidays.

ARTICLE VII

SENIORITY

A. Seniority for the purpose of this Article shall be based upon an employee's continuous length of service with the Board.

B. All employees shall be considered as probationary employees for the first sixty (60) days of their employment. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board without recourse to the provisions of the grievance procedure of this Agreement.

C. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment.

D. In the event that two (2) employees commence their employment on the same date, their respective seniority shall be determined by alphabetical order of their last names.

E. The Board shall maintain a seniority list of employees, copies of which shall be furnished to the Association. The Board shall promptly advise the Association's President of any changes in the seniority list.

F. An employee's seniority shall cease, and his employer status shall terminate for any of the following reasons:

1. Resignation or retirement.
2. Discharge for cause.

3. Continuous lay-off for a period exceeding six (6) months.

4. Failure of laid-off employee to report for work

a. On the date specified in written notice of recall mailed seven (7) or more calendar days prior to such date; or

b. Within three (3) working days after date specified in written notice of recall mailed less than seven (7) calendar days prior to such date, unless the employee has a justifiable excuse for his failure to return to work as provided herein. The Board shall give careful consideration to an employee's reasons which may have caused a delay in his return to work.

Written notice of recall to work shall be sent by the Board by certified mail, return receipt requested, to the employee's last known address as shown on the Board's personnel records.

5. Failure to report to work for a period of three (3) consecutive scheduled working days without notification to the Board of a justifiable excuse for such absence.

6. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless return to work is excused by the Board.

G. When circumstances necessitate a reduction of the work force, the Board shall take the following appropriate steps:

1. The Board shall advise the Association in advance of the number of employees to be affected and the job titles and grade levels of the affected employees.

2. The Board shall first consider for lay-off the employees with the least seniority in the job titles and grade levels affected.

3. Employees considered for lay-off shall first be considered for filling any existing vacancy in another job title of the same grade level provided they have the requisite qualifications and the ability to perform the work. If no vacancy exists in the same grade level, the employee shall have the right to displace, in his same grade level, an employee with the least seniority in the job title that the employee has the requisite qualifications and ability to perform the work and likewise in successively lower grades. An employee not placed under these provisions shall be laid off.

These provisions shall also apply to a displaced employee.

H. Employees shall be recalled to work from lay-off in the order of their seniority provided they have the requisite qualifications and ability to perform the available work.

ARTICLE VIII

BREAKS

Each employee shall have two (2) break periods per day of fifteen (15) minutes each, one to be taken in the first half of the work day and the other in the second half. The time for taking said breaks shall be mutually agreed upon between the employee and his supervisor.

ARTICLE IX

OVERTIME

A. Subject to current practice regarding second shift overtime, each employee who actually works in excess of forty (40) hours per week shall receive pay for such excess time at one and one-half (1-1/2) times his regular hourly rate.

B. A reasonable amount of overtime is part of the expected work load. However, if unusual circumstances preclude a particular employee from working overtime, then the most junior qualified employee shall be assigned thereto and perform said overtime work accordingly:

1. Overtime shall be equitably distributed, as far as circumstances permit, among all employees in the same classification and in the same building.

C. Overtime pay shall be paid as follows:

1. In the event that authorized overtime hours are submitted to the proper person between the 31st day of the month and the 15th day of the month following, the pay for such overtime will be included in the employee's pay check received on or about the following 31st day of the month. In the event that authorized overtime hours are submitted to the proper person between the 16th and 30th day of the month, overtime pay will be paid on the 15th day of the month following.

REV. D. In the event an employee is called back to work after the completion of his regular work schedule, he shall receive a minimum of four (4) hours pay at his overtime rate; one and one-half (1½) times his regular hourly rate.

ARTICLE X

ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Association and the New Jersey Education Association shall be permitted entry to school property at reasonable times for the purpose of necessary Association activities provided that it shall not interfere with or interrupt normal school operations. In the event that the representative involved is also an employee of the Board, release from his regularly assigned duties shall be permitted so long as it will not interfere with the orderly operation of the school district. No work involving the internal operation of the Association shall be performed by Board employees during working hours.

B. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings. The Board Secretary shall be notified in advance of the time and place of all meetings. Approval shall be granted providing that there are no conflicts with the school schedules and provided further that it does not interfere with or interrupt normal school operations.

C. The Association shall have the right to use school facilities and equipment including typewriters, mimeographing machines and other duplicating equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use as well as the cost of repairs made necessary by such use.

D. The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employees and to no other organization representing any portion of the unit or potential member of the unit.

E. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could result in the termination of employment of that employee, then he shall be given prior notice (which will usually be given in written form) of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

ARTICLE XI

VACATIONS

A. Vacation eligibility shall be determined as of July 1 of each year.

B. Vacation scheduling shall be coordinated with the needs of the Board. However, scheduling requests shall not be unreasonably denied.

C. Vacation with pay shall be taken as follows:

1. Less than one (1) year of continuous employment - one (1) day per month (not to exceed 9 days);
2. Effective July 1, 1982 at least one (1) year of continuous employment and less than five (5) years - two (2) weeks.
3. Effective July 1, 1988 at least five (5) years of continuous employment -- three (3) weeks and less than 15 years.
- REV. 4. Effective July 1, 1988 - fifteen (15) or more years of continuous employment - four (4) weeks.

D. An employee who is resigning from his position shall give the Board notice two (2) weeks prior thereto.

1. Earned vacation shall be paid according to the proportion of full months worked to the total contract year unless proper notice has not been given or the employee is terminated for cause.

ARTICLE XII

HOLIDAYS

A. Employees shall be entitled to the following paid holidays:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Good Friday
Easter Monday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

B. In order to be eligible for holiday pay, an employee must work the last regularly scheduled work day before the holiday and the first regularly scheduled work day after the holiday unless absent for a justifiable reason.

C. Subject to sub-paragraph 1, in the event that a holiday falls on a Saturday it shall be celebrated on the preceding Friday and in the event it falls on a Sunday, it shall be celebrated on the following Monday.

1. In the event that a holiday would ordinarily fall on a day when school is open, the employee shall be required to work at his regular rate of pay with the holiday being added to his vacation time.

D. In the event that a holiday falls during an employee's vacation period, he shall extend his vacation by one (1) day.

E. In the event that an employee works on an observed holiday, he shall receive pay at two and one-half (2-1/2) times his straight time rate.

ARTICLE XIII

SALARIES

A. The salary of each employee covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

B. Each employee employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

C. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

ARTICLE XIV

REV.

VOLUNTARY TRANSFERS

A. When a job vacancy occurs, employees in that category, or employees in a higher category, who desire a transfer to another work shift or to another school, and who have filed a written request for such transfer with the Board, will be permitted to make such a transfer provided that the employee who fills it must have the requisite qualifications and ability to perform the job satisfactorily.

B. Such request shall be honored on the basis of the most senior employee being given preference. Nothing herein shall be construed to limit the right of the Board to transfer employees as the needs of the school system require which transfer shall not be arbitrarily or capriciously made.

ARTICLE XV

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. No job vacancy shall be filled by means of an involuntary transfer or reassignment if there is a qualified volunteer available to fill the position, providing that the Board's manpower needs permit said volunteer to be transferred or reassigned.

B. Notice of an involuntary transfer or reassignment shall be given to employees at least five (5) working days prior thereto.

C. In the event that there is no qualified volunteer to accept the transfer or reassignment, then the Board shall fill the position by transferring or reassigning the most junior qualified employee thereto.

ARTICLE XVI

PROMOTIONS

A. Subject to Article XV, a permanent job opening in the bargaining unit shall be posted on appropriate bulletin boards for a period of ten (10) consecutive work days with the Board having the right to temporarily fill the job until the permanent employee is obtained. Permanent employees may bid on such job openings. A copy of the opening shall be furnished the president of the Association.

B. In filling permanent job vacancies within the bargaining unit, the Board will first attempt to fill such vacancies by promoting the senior employees from the next lower-rated job title who have the requisite qualifications and ability to perform the work. Where two (2) or more employees possess the requisite qualifications and ability to perform the work, the employees with the greatest seniority in the bargaining unit will be promoted.

ARTICLE XVII

SICK LEAVE

A. Each 12-month employee shall be entitled to twelve (12) sick leave days per year. Each 10-month employee shall be entitled to ten (10) sick leave days per year, with unused days accumulated from year to year.

1. Each employee shall receive written notice of the number of sick leave days he has accumulated no later than September 15 of each school year.

REV. B. Payment of unused sick days shall be made upon retirement according to the following schedule:

1. \$25 per day for employees retiring with fifteen (15) or more years but below 20 years or more service.
2. \$30 per day for employees retiring with twenty (20) years or more service.
3. \$15 per day for employees age 65 and older retiring with less than 15 years service

ARTICLE XVIII

LEAVES OF ABSENCE

A. Personal Leave - Each employee shall be entitled to three (3) days paid leave per year to deal with emergencies of a personal nature.

1. Personal leave may not be used for pleasure, house-work, recreation, resting, extending vacations, or similar activities which can be accomplished during non-working hours. Each personal leave request must be made directly to the employee's immediate supervisor five (5) days prior to the desired time off and is subject to the Superintendent's approval. Except in cases of extenuating circumstances, personal leave will not be granted with pay on any of the first five (5) pupil school days or the last five (5) pupil school days in a school year.

a. Each employee shall be entitled to take one (1) of his personal days per year without being required to set forth a reason therefor other than to state generally that it is a personal leave day.

b. Three (3) unused personal days per year may be accumulated as sick leave pursuant to Article XVII. However, no more than a total of forty (40) unused personal days may be so accumulated.

REV. B. Death - In the event of death of an employee's spouse or child up to ten (10) paid days of leave of absence shall be granted. In the event of death of an employee's immediate family other than a spouse or child, as described in B.1, the employee shall be allowed a leave of absence of three (3) days. One day a year shall be granted in the event of death of an employee's friend or relative outside the employee's immediate family as defined below. Any extension of the leave of absence shall be determined by the Superintendent of Schools in light of the circumstances.

1. "Immediate Family" shall be the employee's father and mother, stepfather and stepmother, father and mother-in-law, brother, sister, grandparent, or any member of the employee's household.

REV. C. Serious Illness in Immediate Family. In the event of serious illness in the employee's immediate family, as defined above, the employee shall be allowed a leave of up to three (3) days per year.

D. Military

1. Military Reserve Duty - An employee ordered to active duty as a member of the organized reserve of the United States Army, Navy, Air Force, Marine Corps, or other organization affiliated therewith, shall be entitled to a leave of absence without loss of pay or time on all days on which he is engaged in field training. Such leave shall be in addition to the regular vacation allowed such employee.

2. Organized State Militia - Any employee who is a member of the organized State Militia shall be entitled to a leave of absence not to exceed ninety (90) days per year without loss of pay or time on all days during which he is engaged in militia duty ordered by the Governor of the State of New Jersey.

D. Good Cause - The Board in its discretion may grant other leaves of absence without pay upon a showing by the employee of good cause. The request for the leave shall be made in writing.

E. Maternity Leave - Maternity leave shall be permitted to the extent required by law.

F. Extensions or renewals of leaves of absence may be granted by the Board consistent with the law or its discretion, whichever is applicable.

ARTICLE XIX

MEDICAL INSURANCE

A. The Board shall provide a policy of insurance for basic hospitalization, surgical and major medical insurance for employees and dependents with coverage comparable to the State 14/20 Plan. The Board shall pay the full premium cost for the individual employee's coverage. Effective July 1, 1987, the employee's contribution shall be as follows: \$85 per year for full family coverage (Code 50); \$70 per year for husband and wife (Code 40); \$25 per year for employee and child (Code 80).

The employee's contribution shall be deducted from his monthly salary. The above coverage shall be provided for each employee and dependents for whom the employee shall apply and who are determined eligible for such coverage. The Board reserves the right to seek comparable coverage at a reduced cost that would be mutually acceptable to the Board and the Association.

B. The Board shall continue the dental plan coverage. The employee shall contribute \$1 per month (\$10 per year) for individual coverage or \$2 per month (\$20 per year) for family dental plan coverage.

C. The Board shall continue a prescription drug program for the individual employee. The employee shall contribute \$1 per month (\$10 per year.)

REV.

D. The Board of Education will set up a Flexible Spending Account for each employee who volunteers to contribute at least \$50 annually to his/her personal FSA. The Board of Education will also make an annual \$50 contribution to the above accounts.

The Board of Education will pay all administrative costs for setting up and managing the plan for those employees who elect to participate in and contribute to an FSA.

ARTICLE XX

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXI

NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so at the following address:

1. If by Association, to the Board at:

1 Lincoln Avenue
Haddonfield, New Jersey 08033

2. If by Board, to the Association at:

Association President
c/o Haddonfield Memorial High School
Kings Highway East
Haddonfield, New Jersey 08033

ARTICLE XXII

LIAISON COMMITTEE

A. Organization - A Liaison Committee shall be established as of the effective date of this Agreement for the purpose of considering items of mutual concern. The committee shall consist of no more than four (4) members, appointed by the Association and two (2) appointed by the Superintendent of Schools.

B. Meetings - There shall be at least two (2) meetings per year. In addition, during the first four (4) months following acceptance of this Agreement by the parties, there may be one meeting every sixty (60) days. Thereafter there may be one meeting every thirty (30) days. Additional meetings may be scheduled by the mutual consent of the parties.

ARTICLE XXIII

NON-DISCRIMINATION

The Board and the Association will not discriminate against any person because of race, creed, national origin, sex, religious persuasion, membership or non-membership in the Association, age or marital status.

ARTICLE XXIV

COVERALLS

The Board shall supply the maintenance department with four (4) sets of coveralls of various sizes.

ARTICLE XXV

SAVINGS CLAUSE

A. General

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

B. Statutory

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

ARTICLE XXVI

JURY DUTY

An employee summoned for jury duty shall give notice thereof to his building principal as soon as possible after receiving the

summons. During the term of such duty, he shall be paid his regular pay and shall turn over all pay received for jury duty to the Board.

ARTICLE XXVIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1988 and shall continue in effect until June 30, 1991 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 14th day of July, 1988.

BOROUGH OF HADDONFIELD
BOARD OF EDUCATION

HADDONFIELD SUPPORTIVE STAFF

Jane M. Kushner
President

Carol L. Paton
HEA President

Lorraine L. Leyendecker
HEA Secretary

Russ Stewart
Matt Hall
Andrew Severson

**1988-89 SALARY GUIDE
CUSTODIAL AND MAINTENANCE STAFF**

<u>Step</u>	<u>Maintenance Mechanic- Skilled</u>	<u>Maintenance Mechanic- General & Grounds</u>	<u>Lead Custodian</u>	<u>Custodian</u>
4	17998	15394	16197	15378
5	18251	15646	16448	15630
6	18534	15930	16732	15913
7	18849	16244	17047	16228
8	19196	16591	17393	16575
9	19599	16961	17764	16946
10	20058	17389	18192	17373

Boiler License Stipend

1988-89	\$475
1989-90	500
1990-91	525

Employees on steps 1, 2 and 3 during the 1987-88 contract year will move to the 4th step effective July 1, 1988.

Employees above step 10 will receive an 8% increase for each of the three contract years.

Salary for each employee with six months or more service effective July 1, 1989 shall increase by 8% for the 1989-90 contract year and by 8% for the 1990-91 contract year.

7/21/88 (Corrected)
BRE/nl

SIDE BAR AGREEMENT

1. Employees not living in Haddonfield may enroll their children as tuition students at 40% of the regular tuition rate if the receiving principal determines that an appropriate program and classroom space are available and the student's academic and conduct record is acceptable. The student must also meet the district's admission criteria and be approved by the Superintendent.
 - a. Tuition for an employee's child shall be reduced to 20% of the regular tuition rate when the employee is responsible for enrolling a full-paying tuition student and that tuition is paid in full.
 - b. Tuition for an employee's child shall be reduced to zero when the employee is responsible for enrolling two full-paying tuition students and both tuitions are paid in full.
 - c. Any employee responsible for enrolling a full-paying tuition student shall receive a payment of \$500 after the first year's tuition is paid in full.
 - d. The above tuition credits listed in paragraphs a. and b. and the payment listed in paragraph c. shall apply for new full-paying tuition students.
Payment in paragraph c. above shall be made if the full-paying tuition student is not credited for tuition reduction through the procedure listed in paragraphs a. or b. above.
 - e. Any dispute concerning credit for enrolling a full-paying tuition student shall be resolved by the Superintendent without recourse to any further appeal.